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Rec # 4344-AA

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Exh A-C

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

04-71172

STEVEN B. PANKAKE,

Plaintiff,

Lower Court No. 04-911-CK

v.

CAPRI CAPITAL LIMITED PARTNERSHIP,
A Delaware Limited Partnership,

ANNA DIGGS TAYLOR

Defendant.

MAGISTRATE JUDGE R. STEVEN WHALEN

HIRT, MacARTHUR, RUGGIRELLO,
VELARDO, NOVARA & VER BEEK, P.C.
By: Armand Velardo (P35315)
Michael Oblizajek (P60634)
Attorneys for Plaintiff
65 Southbound Gratiot Avenue
Mt. Clemens, MI 48043
(586) 469-8660

BODMAN, LONGLEY & DAHLING LLP
By: Jerold Lax (P16470)
Attorneys for Defendant
110 Miller, Suite 300
Ann Arbor, Michigan 48104
(734) 761-3780

FILED
'04 MAR 30 AM 10:47
U.S. DIST. COURT CLERK
EAST DIST. MICH
ANN ARBOR

DEFENDANT'S NOTICE OF REMOVAL

Defendant Capri Capital Limited Partnership, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446 and Fed. R. Civ. P. 81(c), gives notice that it removes this action from the 16th Circuit Court of the State of Michigan (the Circuit Court for the County of Macomb) to the United States District Court for the Eastern District of Michigan, Southern Division, based upon diversity jurisdiction, and states as follows:

1. On or about March 3, 2004, Plaintiff filed this case in the 16th Circuit Court for the State of Michigan (the Circuit Court for the County of Macomb). A copy of the Summons and Complaint is attached hereto as Exhibit A.

2. Defendant received a copy of the Complaint by facsimile on March 4, 2004, and by certified mail on March 8, 2004.

3. The Plaintiff is a citizen of Michigan (see Complaint, ¶ 1).

4. The Defendant is a limited partnership organized pursuant to the laws of Delaware, none of whose partners is a citizen of Michigan.

5. As a result of the diversity of citizenship of the parties to this case, this District Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332.

6. The amount in controversy in this matter exceeds $75,000.00, as is indicated by the demand in the Complaint for judgment in the amount of $150,000.00.

7. Venus is proper in this Court under 28 U.S.C. §1441(a) because this District embraces the place where the state case is pending.

8. Pursuant to 28 U.S.C. §1446(d), the undersigned counsel certifies that, promptly after the filing of this Notice of Removal, copies of this Notice of Removal will be served on Plaintiff and filed with the Clerk of the Macomb County Circuit Court.

WHEREFORE Defendant Capri Capital Limited Partnership prays that the case be removed to the United States District Court for the Eastern District of Michigan, Southern Division.

Respectfully submitted,

BODMAN, LONGLEY & DAHLING LLP

By: ______________________________

Jerold Lax (P16470)
Attorneys for Defendant
110 Miller, Suite 300
Ann Arbor, Michigan 48104
(734) 761-3780

March 30, 2004

Exh A

Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 16th JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. 04-911-CK

Court address
40 North Main Street, Mount Clemens, Michigan 48043-5545

Court telephone no.
(586) 469-5208

Plaintiff name(s), address(es), and telephone no(s).	v	Defendant name(s), address(es), and telephone no(s).
STEVEN B. PANKAKE 38064 South Bonkay Clinton Township, MI 48036 (586) 783-9614		CAPRI CAPITAL LIMITED PARTNERSHIP, A Delaware Limited Partnership 875 North Michigan Avenue Suite 3430 Chicago, IL 60611 (312) 573-5300
Plaintiff attorney, bar no., address, and telephone no. Armand Velardo P35315 Michael Oblizajek P60634 Hirt, MacArthur, Ruggirello, Velardo, Novara & Ver Beek, P.C., 65 Southbound Gratiot Avenue, Mt. Clemens, MI 48043-5545 (586) 469-8660		

MACERONI
P-29??

SUMMONS **NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:
1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires	Court clerk
MAR 03 2004	JUN 02 2004	Carmella Sabaugh

*This summons is invalid unless served on or before its expiration date.

COMPLAINT ***Instruction:** The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*

Family Division Cases

☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in ______________ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

General Civil Cases

☑ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in ______________ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

VENUE

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
38064 S. Bonkay, Clinton Township, MI 48036	875 North Michigan Ave., Suite 3430, Chicago, IL 60611

Place where action arose or business conducted
Macomb County, Michigan

3/3/04
Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

STEVEN B. PANKAKE,

Plaintiff,

Case No. 04911CK
HON.

-vs-

RECEIVED
MAR - 3 2004
CARMELLA SABAUGH
MACOMB COUNTY CLERK
MACERON
P-16922

CAPRI CAPITAL LIMITED PARTNERSHIP,
A Delaware Limited Partnership,

Defendant.

HIRT, MacARTHUR, RUGGIRELLO,
VELARDO, NOVARA & VER BEEK, P.C.
ARMAND VELARDO (P35315)
MICHAEL OBLIZAJEK (P60634)
Attorneys for Plaintiff
65 Southbound Gratiot Avenue
Mt. Clemens, MI 48043
(586) 469-8660

VERIFIED COMPLAINT

There is no other pending or resolved
civil action arising out of the transaction
or occurrence alleged in the complaint.

NOW COMES Plaintiff STEVEN B. PANAKE ("Plaintiff"), by and through his attorneys, HIRT, MacARTHUR, RUGGIRELLO, VELARDO, NOVARA & VER BEEK, P.C., and for his Complaint against Defendant CAPRI CAPITAL LIMITED PARTNERSHIP, a Delaware limited Partnership ("Defendant"), states as follows:

JURISDICTION AND VENUE

1. Plaintiff is an individual residing in Clinton Township, County of Macomb, and State

of Michigan.

2. Defendant is a Delaware corporation doing business in Clinton Township, County of Macomb, and State of Michigan.

3. Jurisdiction is proper in this Court as the amount in controversy is in excess of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00).

4. Venue is proper in this Court as Plaintiff is a resident of the County of Macomb, Defendant does business in the County of Macomb, and the facts which give rise to this Complaint occurred in the County of Macomb.

GENERAL ALLEGATIONS

5. On or about December 3, 2003, Plaintiff entered into a Consulting Agreement ("Agreement") with Defendant, where Plaintiff agreed to provide consulting services, along with performing other duties for Defendant, and Defendant agreed to pay Plaintiff a specific compensation with respect to the same. **(See Exhibit A).**

6. The term of said Agreement is from December 3, 2003 through February 28, 2004 (**"Term"**).

7. That Plaintiff's duties under the Agreement included, but were not limited to, the "final resolution, settlement, termination, and liquidation" of all existing business, financial and contractual relationships and obligations of any kind between Defendant, the Board of Trustees of the General Retirement System of the City of Detroit (**"GRE"**), and the Board of Trustees of the Policeman and Fireman Retirement System of the City of Detroit (**"DPF"**). **(See Exhibit A).**

8. That Defendant's business relationships with GRE included, but were not limited to,

a Credit Enhancement Agreement ("**CEA**").

9. That Defendant's business relationships with **DPF** also included, but were not limited to, a **CEA**.

10. Pursuant to the terms of the Agreement, Defendant was required to provide Plaintiff compensation in the following manner and pursuant to the following terms:

A. The sum of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) within ten days after the execution of the Agreement.

B. The sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS ($100,000.00) if the Trustees of **GRE** and **DPF** adopt and deliver to Defendant copies of their respective corporate resolutions that authorize the execution and delivery to Defendant of a **Final Termination Contract**.

C. Plaintiff would receive THREE-HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00) **ONLY IF** (A) a **Termination Closing** occurs under the **Final Termination Contract** and all relationships and obligations terminate during the **Term** of the Agreement, **OR ONLY IF** (B) neither **GRE** or **DPF** charges Defendant any fee or other compensation for allowing the **Termination Closing** to occur after January 15, 2004 but on or before April 15, 2004.

D. Under no circumstances would the Defendant pay to the Plaintiff any amount greater than a total of THREE-HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00).

11. On or about February 3, 2004, Defendant sent a letter to **GRE** offering to terminate

the **CEA** between Defendant and **GRE**.

12. That on or about February 4, 2004, **GRE** adopted the Corporate Resolutions that detailed the terms and conditions to terminate the **CEA** between Defendant and **GRE**. **(See Exhibit B).**

13. That **GRE** agreed to terminate the **CEA**, **only if** the termination was "**consummated on or before July 15, 2004**".

14. That **GRE** agreed to terminate the **CEA** **only if** Defendant paid **GRE** a Special Supplemental Fee ("**Supplemental Fee**") in the amount of TWO-HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($250,000.00), along with other conditions that had to be met. **(See Exhibit "B").** Such **Supplemental Fee** would **only** be waived if Defendant completed the termination on or before April 15, 2004.

15. That **GRE** stated in its Corporate Resolutions that the termination of the **CEA** between Defendant and **GRE** would entitle Defendant to a distribution/(bonus) of ONE-MILLION FIVE-HUNDRED THOUSAND AND 00/100 DOLLARS ($1,500,000.00).

16. On or about February 3, 2004, Defendant sent a letter to **DPF** offering to terminate the **CEA** between Defendant and **DPF**.

17. That on or about February 5, 2004, **DPF** adopted the Corporate Resolutions that detailed the terms and conditions to terminate the **CEA** between Defendant and **DPF**. **(See Exhibit C).**

18. That **DPF** agreed to terminate the **CEA**, **only if** the termination was "**consummated on or before July 15, 2004**".

19. That **DPF** agreed to terminate the **CEA** **only if** Defendant paid **DPF** a **Supplemental Fee** in the amount of TWO-HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($250,000.00), along with other conditions that had to be met. **(See Exhibit "C").** Such **Supplemental Fee** would **only** be waived if Defendant completed the termination on or before April 15, 2004.

20. That **DPF** stated in its Corporate Resolutions that the termination of the **CEA** between Defendant and **DPF** would entitle Defendant to a distribution/(bonus) of ONE-MILLION FIVE-HUNDRED THOUSAND AND 00/100 DOLLARS ($1,500,000.00).

21. Plaintiff has fully performed all of his duties under the Agreement, which has allowed Defendant the opportunity to obtain, including, but not limited to, a FIFTY-FIVE MILLION AND 00/100 DOLLARS ($55,000,000.00) credit facility, and a distribution/(bonus) of ONE-MILLION FIVE-HUNDRED THOUSAND AND 00/100 DOLLARS ($1,500,000.00).

22. That upon information and belief, Defendant negotiated a ONE-MILLION FIVE-HUNDRED THOUSAND AND 00/100 DOLLARS ($1,500,000.00) distribution/(bonus) for itself, while allowing a provision for a TWO-HUNDRED FIFTY-THOUSAND AND 00/100 DOLLARS ($250,000.00) Supplemental Fee and a termination date that would result in Plaintiff not receiving ONE-HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00) in compensation under the Agreement.

23. Upon information and belief, Defendant induced Plaintiff, by oral and written (the

Agreement) misrepresentations, to assist Defendant in obtaining a final resolution, settlement, termination, and liquidation of all existing business, financial and contractual relationships and obligations of any kind between Defendant, **GRE**, and **DPF**, and never intended to fully compensate Plaintiff for the same; Plaintiff relied upon such misrepresentations to his financial detriment.

24. Upon information and belief, Defendant negotiated a provision in the Agreement that time was of the essence, yet purposely negotiated closing dates with **GRE** and **DPF** which would allow Defendant not to pay Plaintiff all the compensation set forth under said Agreement.

25. As of the date of the filing of this Complaint, Plaintiff has not received ONE-HUNDRED-FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00) owing to him and pursuant to the Agreement.

COUNT I – BREACH OF CONTRACT/(AGREEMENT)

26. Plaintiff realleges and hereby incorporates by reference each and every preceding and subsequent allegation in this Complaint as though fully set forth herein.

27. Defendant entered into an Agreement with Plaintiff whereby Plaintiff was to provide consulting services, among other duties, and Defendant would be obligated to pay Plaintiff in consideration for Plaintiff's performance.

28. Defendant, through its acts with **GRE** and **DPF**, has neglected, refused, and failed to perform pursuant to the terms of that Agreement.

29. Plaintiff has performed and completed all of his obligations under the Contract.

30. By failing to perform as agreed, Defendant has deprived Plaintiff of the benefit of his

bargain and has otherwise caused harm to Plaintiff.

WHEREFORE, Plaintiff respectfully requests judgment in his favor and against Defendant in the sum of **ONE-HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00)**, together with interest, costs, attorney fees, and any other relief to which Plaintiff may be entitled.

COUNT II – UNJUST ENRICHMENT

31. Plaintiff realleges and hereby incorporates by reference each and every preceding and subsequent allegation in this Complaint as though fully set forth herein.

32. Pursuant to Agreement, Plaintiff performed consulting services and other duties pursuant to the terms of the Agreement which Defendant accepted, received, and benefited from.

33. Defendant has failed to perform its obligations for Plaintiff's performance which has caused an inequality between the parties and has unjustly enriched Defendant, to the detriment of Plaintiff.

WHEREFORE, Plaintiff respectfully requests judgment in his favor and against Defendant in the sum of **ONE-HUNDRED FIFTY-THOUSAND AND 00/100 DOLLARS ($150,000.00)**, together with interest, costs, attorney fees, and any other relief to which Plaintiff may be entitled.

COUNT III – FRAUD/MISREPRESENTATION

34. Plaintiff realleges and hereby incorporates by reference each and every preceding and subsequent allegation in this Complaint as though fully set forth herein.

35. Defendant, by and through its agents, intentionally made false representations of material facts to Plaintiff regarding the Agreement and its promise to perform under the same.

36. Defendant's representations were false when they were made.

37. Defendant knew that its representations were false when they were made or it made them recklessly, without knowing whether they were true.

38. Defendant intended that Plaintiff rely on its misrepresentations.

39. Plaintiff relied on Defendant's misrepresentations when signing the Agreement.

40. As a result of Defendant's misrepresentations, Plaintiff has suffered substantial economic losses.

WHEREFORE, Plaintiff respectfully requests judgment in his favor and against Defendant in the sum of **ONE-HUNDRED FIFTY-THOUSAND AND 00/100 DOLLARS ($150,000.00)**, together with interest, costs, attorney fees, and any other relief to which Plaintiff may be entitled.

COUNT IV- ANTICIPATORY REPUDIATION

41. Plaintiff realleges and hereby incorporates by reference each and every preceding and subsequent allegation in this Complaint as though fully set forth herein.

42. Defendant, by and through its acts with **GRE** and **DPF**, has unambiguously declared an intent not to perform under the terms of the Agreement, having rendered its promise to pay Plaintiff ONE-HUNDRED FIFTY-THOUSAND AND 00/100 DOLLARS ($150,000.00) completely illusory.

43. Plaintiff, as the non-breaching party under the terms of the Agreement, seeks a claim under the doctrine of Anticipatory Repudiation.

WHEREFORE, Plaintiff respectfully requests judgment in his favor and against Defendant in the sum of **ONE-HUNDRED FIFTY-THOUSAND AND 00/100 DOLLARS ($150,000.00)**, together with interest, costs, attorney fees, and any other relief to which Plaintiff may be entitled.

I DECLARE THAT THE STATEMENTS ABOVE ARE TRUE TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

Date: 3/3/04 By: [signature]
STEVEN B. PANAKE

Respectfully submitted,

HIRT, MacARTHUR, RUGGIRELLO, VELARDO, NOVARA & VER BEEK, P.C.

Date: 3/3/04 By: [signature]

ARMAND VELARDO (P35315)
MICHAEL OBLIZAJEK (P60634)
Attorneys for Plaintiff
65 Southbound Gratiot Avenue
Mt. Clemens, MI 48043-5545
(586) 469-8660

EXHIBIT
A

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made and entered into as of December 3, 2003 by and between: Capri Capital Limited Partnership, a Delaware limited partnership (the "**Partnership**") having a business address at 875 N. Michigan Avenue, Suite 3430, Chicago, Illinois 60611; and, Steven B. Pankake ("**Consultant**"), an individual resident of Michigan having a business address at 38064 S. Bonkay Avenue, Clinton Township, Michigan 48036.

Pursuant to a written agreement dated as of March 1, 2002 between the Partnership and Consultant, the Partnership had previously engaged Consultant to provide it with certain consulting services. That prior agreement has expired and Consultant has received full payment thereunder. The Partnership now wishes to engage Consultant to provide new and different services to it, and Consultant wishes to accept that engagement, all on and subject to the terms, conditions and provisions of this Agreement.

Therefore, in consideration of the agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RETENTION OF THE CONSULTANT. The Partnership agrees to retain Consultant, and Consultant agrees to be retained by the Partnership, as an independent consultant to the Partnership and not as an agent or employee of the Partnership, on and subject to the terms and conditions set out herein below.

2. TERM OF ENGAGEMENT. This Agreement shall be for a term (the "**Term**") commencing effective as of the date of this Agreement and ending on February 28, 2004.

3. DUTIES. Consultant's duties under this Agreement relate to the Partnership's efforts to achieve, on a basis satisfactory to the Partnership, a complete and final resolution, settlement, termination and liquidation (a "**Final Settlement**") of all existing business, financial and contractual relationships and obligations of any kind of the Partnership and certain affiliates of the Partnership (collectively, the "**Existing Contracts**", which term includes, without limitation, that certain Amended and Restated Credit Enhancement Umbrella Agreement as amended) with Board of Trustees of the General Retirement System of the City of Detroit ("**GRE**") and Board of Trustees of the Policemen and Firemen Retirement System of the City of Detroit ("**DPF**"; GRE and DPF are referred to collectively herein as the "**Credit Enhancers**"). The Partnership has delivered to the Credit Enhancers a written proposal (the "**Company's Proposal**") which, if effected, would accomplish that objective, which proposal calls for (among other things) the Partnership to pay the Credit Enhancers a specified amount in cash in exchange for a complete termination and extinguishment of all of the Partnership's obligations to the Credit Enhancers under and in respect of the Existing Contracts.

It is Consultant's obligation under this Agreement to advise and assist the Partnership in obtaining, before the expiration of the Term, a binding, comprehensive, formal written contract between the Partnership and the Credit Enhancers, duly authorized, approved, executed and delivered by the Partnership and the Credit Enhancers, for a Final Settlement on terms and conditions satisfactory to the Partnership (a **"Final Termination Contract"**). In furtherance of that obligation, Consultant will personally perform the following services for (and for the exclusive benefit of) the Partnership, as (and at the times and in the manner) requested from time to time by the Partnership:

(A) Act as a general relationship liaison between the Partnership and the Credit Enhancers and their respective investment advisers;

(B) Be available to the Credit Enhancers and their respective investment advisers to respond to questions and issues that may arise with regard to any existing or future proposals made by the Partnership to the Credit Enhancers for a Final Settlement or a Final Termination Contract;

(C) Provide advice and support to the Partnership in connection with the Credit Enhancers and all proposals relating to a Final Settlement or a Final Termination Contract, including (if and when requested by the Partnership) attending meetings with the Partnership's officers, employees, consultants and advisers at locations within the greater Detroit metropolitan area and with the Credit Enhancers and their respective officers, employees, trustees, consultants and advisers;

(D) Advise and assist the Partnership in continuing to maintain and enhance a positive and cooperative working relationship between the Partnership and the Credit Enhancers, and act proactively to help the Partnership identify and anticipate actual or potential problems, concerns and issues and bringing them promptly to the Partnership's attention;

(E) Communicate on a regular basis with the Partnership on issues relating to the Credit Enhancers and any proposed Final Settlement or Final Termination Contract, particularly on matters requiring prompt or immediate action;

(F) Advise the Partnership on matters requiring action by the Partnership or otherwise relevant to its objectives relating to a Final Settlement or a Final Termination Contract;

(G) Provide information to the Partnership regarding any relevant current events or developments that may impact either or both of the Credit

Enhancers or the Partnership or the Partnership's relations with either or both of the Credit Enhancers or a Final Settlement or a Final Termination Contract; and,

(H) Report to the Partnership (such reports to be in writing if so requested by the Partnership), not less frequently than once every calendar month, concerning the Consultant's activities for or on behalf of the Partnership during that month, and provide the Partnership with information and advice relating to the matters described in the preceding clauses (A) through (G).

The Consultant will coordinate with the Partnership his activities and responsibilities under this Agreement and all actions taken or to be taken by him hereunder.

4. COMPENSATION. The Partnership will pay the Consultant compensation as follows, as the Consultant's sole and exclusive compensation hereunder and for its services to the Partnership: (a) Within ten days after the execution and delivery of this Agreement, the Partnership will pay Consultant the sum of Fifty Thousand Dollars ($50,000.00); (b) if, during the Term, the respective boards of trustees of both GRE and DPF adopt, and deliver to the Partnership certified copies of, resolutions that are satisfactory in form and substance to the Partnership in its sole, absolute and unreviewable discretion, authorizing the execution and delivery to the Partnership of a Final Termination Contract acceptable to the Partnership (the "Boards Resolutions"), the Partnership will pay Consultant the sum of One Hundred Thousand Dollars ($100,000.00) (such payment being herein called a "**Resolutions Adoption Payment**") within ten days after such adoption and delivery of such resolutions to the Partnership; and (c) if the closing (the "**Termination Closing**") occurs under the Final Termination Contract and, as provided therein, the Final Settlement occurs and all contractual, business and other relationships and obligations of the Partnership and its affiliates to the Credit Enhancers terminate during the Term (or, if neither of the Credit Enhancers charges the Partnership or any of its affiliates any fee or other compensation for allowing the Termination Closing and Final Settlement to occur after January 15, 2004 but on or before April 15, 2004, then if the Termination Closing and such Final Settlement and other events occur by April 15, 2004), the Partnership will pay Consultant as a final payment hereunder, within ten days after such Termination Closing occurs, the amount (herein called a "**Termination Closing Payment**") by which Three Hundred Thousand Dollars ($300,000.00) exceeds the total of all payments theretofore made by the Partnership to Consultant under this Agreement. Notwithstanding anything to the contrary in this Agreement, under no circumstance, case or event whatsoever will the total of all payments made by the Partnership to Consultant under or in respect of this Agreement or any services provided by Consultant as described herein ever exceed, in the aggregate for all such payments taken together, Three Hundred Thousand Dollars ($300,000.00).

5. NO HEALTH INSURANCE OR OTHER FRINGE BENEFITS. The Partnership will not provide Consultant with any health insurance or other benefits,

payments, reimbursements or amounts of any kind hereunder or in respect of the services rendered by Consultant hereunder. The sole and exclusive compensation and payment of any kind whatsoever to Consultant for his services hereunder shall be the payments provided for in Section 4 above. It is agreed that Consultant, as an independent contractor, is not entitled to any pension or other employee benefits offered by the Partnership to its employees.

6. TIME OF THE ESSENCE. Time is of the essence of this Agreement and of each and every provision hereof. Without limiting the generality of the preceding sentence, it is of the essence of the value and benefit intended to be derived by the Partnership hereunder that the Boards Resolutions be adopted within the Term and that the Termination Closing occur within the Term (or by April 15, 2004 if the conditions precedent to the Partnership's obligation to pay the Termination Closing Payment as set out in the parenthetical in clause (c) of Section 4 are satisfied), and not later.

7. NO ASSIGNMENT OR DELEGATION BY CONSULTANT. Consultant will personally perform all of his duties under this Agreement and may not assign, transfer or delegate any of his rights, benefits, duties or responsibilities under this Agreement, in whole or in part, voluntarily or by operation of law, without the prior written consent of the Partnership.

8. NOTICES. Any notice, approval, demand or other communication requiredor desired to be given under or in respect of this Agreement shall be in writing and shall be deemed to be validly given if sent by certified mail, return receipt requested or by overnight delivery by a nationally recognized overnight delivery service, all postage and delivery charges prepaid and addressed to the party hereto who is the intended recipient thereof at such party's address set forth in the preamble to this Agreement. Notice delivered by certified mail shall be deemed received on the first to occur of actual receipt or the third (3rd) business day after the date of deposit in the U.S. Mails (proper postage prepaid), and notices delivered by overnight courier shall be deemed received on the business day next succeeding the date of deposit with such carrier for next day delivery. Prior notice of any change in a party's address must be given by such party to the other party by written notice in accordance with the requirements of this section.

9. GOVERNING LAW. This Agreement has been executed and delivered in the State of Illinois and shall be governed by, and construed and interpreted according to, the laws of the State of Illinois.

10. ENTIRE AGREEMENT. This Agreement sets fourth the entire agreement and understanding of the parties hereto regarding the subject matter hereof. Consultant acknowledges and agrees that except for this Agreement, no other contracts (other than the Release, defined below), agreements or arrangements exist between himself and the Partnership or any of its affiliates, neither the Partnership nor any of its affiliates owes him any money or has any outstanding obligation to him of any kind, and he has no claims of any kind (whether choate or inchoate, liquidated or unliquidated, or otherwise) against the

Partnership or any of its Affiliates. This Agreement supercedes and replaces any prior or contemporaneous agreements or understandings between the parties other than the Release. However, the parties agree that this Agreement is not covered by (and the Partnership's obligations to Consultant hereunder are not released by) that certain Settlement Agreement and Release dated as of November 13, 2004 by and between Consultant and the Partnership (the "Release").

11. AMENDMENTS. No amendment, modification or waiver of any term, provision or condition of this Agreement shall be effective unless set out in a writing signed by the parties hereto.

12. NEGATION OF PARTNERHIP; STATUS AND AUTHORITY.

(a) The only relationship of or between the parties shall be that of independent contracting parties. Neither this Agreement nor any action of the parties hereunder or in furtherance hereof shall constitute, be construed to constitute or be evidence of the existence of an agency, partnership or joint venture relationship.

(b) In performing consulting services pursuant to this Agreement, Consultant shall act as an independent contractor and not as an agent or employee of the Partnership. As an independent contractor, Consultant covenants, represents, warrants and agrees that he will be liable for all federal, state and local taxes and withholdings of any nature whatsoever applicable to the payment of compensation to him, whether current or deferred, pursuant to this Agreement. Further, Consultant will indemnify, defend and hold the Partnership harmless from and against any and all liabilities, penalties, obligations and claims for, related to or in respect of any such taxes or withholdings which may be levied, asserted or claimed from or against the Partnership. Consultant will not tell or suggest to any person that Consultant is an agent of the Partnership or that Consultant has any authority to bind, obligate or speak for the Partnership.

13. INTERPRETATION. The parties hereto agree that each has participated actively and fully, and with the advice and consent of its or his own legal counsel, in the negotiation of the terms and provisions of this Agreement and that the language of this Agreement will be construed as a whole according to its fair meaning and not strictly for or against either party.

14. COMPLIANCE; CONFLICT OF INTEREST. In performing services hereunder and in all matters relating in any way to this Agreement or the Partnership, Consultant will comply with all applicable laws, honor and protect the confidentiality of all information relating to the Partnership, and conduct himself according to the generally prevailing standards in Consultant's profession pertaining to personal conduct, ethics, confidentiality of clients' information, and conflicts of interest.

15. COUNTERPARTS. This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective as of the day and year first above written.

THE PARTNERSHIP:

CAPRI CAPITAL LIMITED PARTNERSHIP, a Delaware limited partnership

By: CPC Realty Advisors, Inc., its managing general partner

By: ______________________
Quintin E. Primo III,
its Co-Chairman

CONSULTANT:

____
STEVEN B. PANKAKE

EXHIBIT
B

ALL-STATE LEGAL®

Meeting No. 3519
GENERAL RETIREMENT SYSTEM

February 4, 2004

RE: Capri Capital Limited Partnership
Credit Enhancement

By: Trustee Kneeshaw – Supported by: Trustee Williams

WHEREAS, the Board, in conjunction with the Board of Trustees of the Policemen and Fireman Retirement System of the City of Detroit ("P&F Board") (collectively, the Board and the P&F Board shall be referred to as, the "Boards") entered into a credit enhancement agreement (the "Agreement") with Capri Capital Limited Partnership ("Capri") relative to a $55 Million Credit Facility issued by Bank One and Comerica Bank (the "Banks") in favor of Capri, and

WHEREAS, the Board is in receipt of correspondence from Capri dated February 3, 2004 (the "Termination Offer"), which sets forth the terms of Capri's offer to terminate the Agreement, and

WHEREAS, Capri contemplates receiving financing from CalPERS to fully satisfy its Credit Facility and Agreement termination obligations in a manner acceptable to the Boards (the "Reorganization"), and

WHEREAS, on February 4, 2004, the Board Advisor, Jon Woods of Plante & Moran, and the Board Special Counsel, Joseph E. Turner of Clark Hill PLC (collectively, the Board Advisor and the Board Special Counsel hereinafter referred to as, the "Boards' Representatives") appeared before and advised the Board, and

WHEREAS, the Board has considered the Termination Offer in light of the Board's best interests, therefore be it

RESOLVED, the Board agrees to approve the termination of the Agreement, if consummated on or before July 15, 2004, subject to the following terms and conditions:

> Capri shall fully satisfy all its obligations under the Credit Facility (as defined in the Agreement) and the Banks shall promptly provide the Boards written confirmation of the Boards unqualified release from all obligations under the Note Purchase Agreement (as defined in the Agreement) in a form and substance reasonably satisfactory to the Board's Special Counsel and Board Advisor.
>
> Capri shall, contemporaneous with the Credit Facility payoff, pay the Boards a credit enhancement termination fee in the amount of Fourteen Million Five Hundred Thousand Dollars ($14,500,000) plus all related fees and costs payable to the Boards' Representatives (the "Termination Fee").

Meeting No. 3519
GENERAL RETIREMENT SYSTEM

February 4, 2004

RE: Capri Capital Limited Partnership
Credit Enhancement - continued

Capri will pay the Boards a special supplemental enhancement fee (the "Special Supplemental Fee") in an amount equal to Two Hundred Fifty Thousand Dollars ($250,000), provided however that the Special Supplemental Fee shall be waived if, on or before April 15, 2004, Capri closes on the Reorganization. In the event Capri has not closed on the Reorganization by April 16, 2004, the Special Supplemental Fee shall be immediately due and payable.

Capri shall be entitled to make distributions of $1.5 million to its principals, upon receipt by the Boards' Representatives of a binding commitment letter from CalPERS to provide funding which, together with bank or other new debt financing that CalPERS acknowledges will be acceptable to it, will provide funds for repayment of the existing credit enhanced bank loans and the amounts due the Boards in connection with the termination of the Agreement, with conditions that are customary in the banking business.

Capri will execute, and will cause CPC Realty Advisors, Inc., Daryl J. Carter, Quintin E. Primo III, and Brian C. Fargo (collectively, the "Partners") to execute, (i) an irrevocable amendment to the Amended and Restated Agreement of Limited Partnership by and among the Partners dated January 1, 1995, (the "Partnership Agreement"), as amended, and (ii) a contract with the Boards, satisfactory to the Boards Representatives acting reasonably, to the following effect: If, prior to the second anniversary of closing (the "Recapture Period"), there occurs a transaction or series of transactions (collectively, a "Subsequent Transaction") by which an unrelated third party or parties acquires more than 75% of the (a) aggregate equity ownership interests in Capri or (b) Capri's total assets or (c) Capri's mortgage banking business, then each of the Boards, the Board and P&F Board, shall be entitled to receive two and one-half percent (2.5%) (i.e., a total of five percent (5%) in the aggregate will be paid to them, together) of the net proceeds realized from such Subsequent Transaction (each a "Subsequent Payment"). The amendment to the Partnership Agreement shall be expressly irrevocable during the Recapture Period.

Meeting No. 3519
GENERAL RETIREMENT SYSTEM

February 4, 2004

RE: **Capri Capital Limited Partnership**
Credit Enhancement – continued

For purposes of the foregoing clawback provision, a "Subsequent Transaction" shall include (1) a sale or transfer of more than 75% of the total partnership or other ownership interests in (a) Capri or (b) its mortgage banking business (presently held in Capri Holdings, LLC and its two subsidiaries), (2) a merger or other restructuring that results in a third party or third parties acquiring such 75% or more equity ownership or (3) the execution by Capri of a contract, term sheet or letter of intent for such a transaction, even if the closing of such transaction occurs after the end of the Recapture Period. Transfers of partial equity interests or assets of Capri made within a six (6) month period shall be aggregated for purposes of determining whether the foregoing thresholds have been met. The term "net proceeds" shall mean the net purchase price paid for such equity interest or for such assets (including the fair market value of any non-cash or in-kind component of such purchase price) after payment of any related indebtedness and liabilities, less the costs and expenses paid or incurred by Capri in connection with such sale or transfer (including fees and expenses of attorneys, accountants, investment bankers and consultants). This provision for a possible Subsequent Payment shall not apply to (any "Subsequent Transaction" shall not be deemed to include) (i) any acquisition (other than a merger or restructuring resulting in a dilution of the equity interests of the Owners), debt restructuring or the issuance of debt instruments by Capri or its subsidiaries or the Owners or (ii) any acquisition of Capri resulting from a default under CalPERS' loan documents and CalPERS' enforcement of its remedies thereunder.

Except as provided in this resolution, all other provisions of the Agreement approved in the Board's February 4, 2004 Resolution shall remain in full force and effect.

RESOLVED, that a copy of this resolution be forwarded to the P&F Board, Capri, the Board Advisor, and the Board Special Counsel, and be it further

RESOLVED, that the Board notes that the mutual agreement with the P&F Board will be necessary with respect to any agreements which may be ultimately reached with Capri, and be it further

EXHIBIT
ALL-STATE LEGAL®
C

POLICEMEN AND FIREMEN RETIREMENT SYSTEM OF THE CITY OF DETROIT
MEETING NUMBER 2487 - THURSDAY - FEBRUARY 5, 2004

CAPRI

BY MR. WILLIAMS - SUPPORTED BY MR. DOYLE

WHEREAS, the Board, in conjunction with the Board of Trustees of the General Retirement System of the City of Detroit (the "GRS Board") (collectively, the Board and the GRS Board shall be referred to as, the "Boards") entered into a credit enhancement agreement (the "Agreement") with Capri Capital Limited Partnership ("Capri") relative to a $55 Million Credit Facility issued by Bank One and Comerica Bank (the "Banks") in favor of Capri.

WHEREAS, the Board is in receipt of correspondence from Capri dated February 3, 2004 (the "Termination Offer"), which sets forth the terms of Capri's offer to terminate the Agreement, and

WHEREAS, Capri contemplates receiving financing from CalPERS to fully satisfy its Credit Facility and Agreement termination obligations in a manner acceptable to the Boards (the "Reorganization"), and

WHEREAS, on February 5, 2004, the Board's Advisor, Jon Woods of Plante & Moran, and the Board's Special Counsel, Joseph E. Turner of Clark Hill PLC (collectively, the Board Advisor and the Board Special Counsel hereinafter referred to as, the "Boards' Representatives") appeared before and advised the Board.

WHEREAS, the Board has considered the Termination Offer in light of the Board's best interests.

RESOLVED, the Board agrees to approve the termination of the Agreement, if consummated on or before July 15, 2004, subject to the following terms and conditions:

> Capri shall fully satisfy all its obligations under the Credit Facility (as defined in the Agreement) and the Banks shall promptly provide the Boards written confirmation of

CAPRI

the Boards unqualified release from all obligations under the Note Purchase Agreement (as defined in the Agreement) in a form and substance reasonably satisfactory to the Board's Special Counsel and Board Advisor.

Capri shall, contemporaneous with the Credit Facility payoff, pay the Boards a credit enhancement termination fee in the amount of Fourteen Million Five Hundred Thousand Dollars ($14,500,000) plus all related fees and costs payable to the Boards' Representatives (the "Termination Fee").

Capri will pay the Boards a special supplemental enhancement fee (the "Special Supplemental Fee") in an amount equal to Two Hundred Fifty Thousand Dollars ($250,000), provided however that the Special Supplemental Fee shall be waived if, on or before April 15, 2004, Capri closes on the Reorganization. In the event Capri has not closed on the Reorganization by April 16, 2004, the Special Supplemental Fee shall be immediately due and payable.

Capri shall be entitled to make distributions of $1.5 million to its principals, upon receipt by the Boards' Representatives of a binding commitment letter from CalPERS to provide funding which, together with bank or other new debt financing that CalPERS acknowledges will be acceptable to it, will provide funds

CAPRI

for repayment of the existing credit enhanced bank loans and the amounts due the Boards in connection with the termination of the Agreement, with conditions that are customary in the banking business.

Capri will execute, and will cause CPC Realty Advisors, Inc., Daryl J. Carter, Quintin E. Primo III, and Brian C. Fargo (collectively, the "Partners") to execute, (i) an irrevocable amendment to the Amended and Restated Agreement of Limited Partnership by and among the Partners dated January 1, 1995, (the "Partnership Agreement"), as amended, and (ii) a contract with the Boards, satisfactory to the Boards' Representatives acting reasonably, to the following effect: If, prior to the second anniversary of closing (the "Recapture Period"), there occurs a transaction or series of transactions (collectively, a "Subsequent Transaction") by which an unrelated third party or parties acquires more than 75% of the (a) aggregate equity ownership interests in Capri or (b) Capri's total assets or (c) Capri's mortgage banking business, then each of the Boards, the Board and the General Retirement System Board, shall be entitled to receive two and one-half percent (2.5%) (i.e., a total of five percent (5%) in the aggregate will be paid to them, together) of the net proceeds realized from such Subsequent Transaction (each a "Subsequent Payment"). The

CAPRI

amendment to the Partnership Agreement shall be expressly irrevocable during the Recapture Period.

For purposes of the foregoing clawback provision, a "Subsequent Transaction" shall include (1) a sale or transfer of more than 75% of the total partnership or other ownership interests in (a) Capri or (b) its mortgage banking business (presently held in Capri Holdings, LLC and its two subsidiaries), (2) a merger or other restructuring that results in a third party or third parties acquiring such 75% or more equity ownership or (3) the execution by Capri of a contract, term sheet or letter of intent for such a transaction, even if the closing of such transaction occurs after the end of the Recapture Period. Transfers of partial equity interests or assets of Capri made within a six (6) month period shall be aggregated for purposes of determining whether the foregoing thresholds have been met. The term "net proceeds" shall mean the net purchase price paid for such equity interest or for such assets (including the fair market value of any non-cash or in-kind component of such purchase price) after payment of any related indebtedness and liabilities, less the costs and expenses paid or incurred by Capri in connection with such sale or transfer (including fees and expenses of attorneys, accountants, investment bankers and consultants). This provision for a possible Subsequent

CAPRI

> Payment shall not apply to (any "Subsequent Transaction" shall not be deemed to include) (i) any acquisition (other than a merger or restructuring resulting in a dilution of the equity interests of the Owners), debt restructuring or the issuance of debt instruments by Capri or its subsidiaries or the Owners or (ii) any acquisition of Capri resulting from a default under CalPERS' loan documents and CalPERS' enforcement of its remedies thereunder.
>
> Except as provided in this resolution, all other provisions of the Agreement approved in the Board's January 28, 2004 Resolution shall remain in full force and effect.

RESOLVED, that a copy of this resolution be forwarded to the GRS Board, Capri, the Board's Advisor, and the Board's Special Counsel, and be it further

RESOLVED, that the Board notes that the mutual agreement with the GRS Board will be necessary with respect to any agreements which may be ultimately reached with Capri, and be it further

RESOLVED, that the Board authorizes its authorized signatories to execute, sign and deliver any documentation required by the Board's Special Counsel to consummate the payoff of the credit facility and the termination credit enhancement, as contemplated herein:

CAPRI

YEAS – TRUSTEES CHEEK, CHRISTIAN, DOYLE, FAIRWEATHER, ISOM, MCPHAIL, ORZECH, WILLIAMS AND CHAIRMAN GOLDEN – 9

NAYS – NONE

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

ANNA DIGGS TAYLOR

STEVEN B. PANKAKE,

Plaintiff,

v.

CAPRI CAPITAL LIMITED PARTNERSHIP,
A Delaware Limited Partnership,

Defendant.

Lower Court No. 04-911-CK

04-71172

ANNA DIGGS TAYLOR

ANNA DIGGS TAYLOR

HIRT, MacARTHUR, RUGGIRELLO,
VELARDO, NOVARA & VER BEEK, P.C.
By: Armand Velardo (P35315)
Michael Oblizajck (P60634)
Attorneys for Plaintiff
65 Southbound Gratiot Avenue
Mt. Clemens, MI 48043
(586) 469-8660

BODMAN, LONGLEY & DAHLING LLP
By: Jerold Lax (P16470)
Attorneys for Defendant
110 Miller, Suite 300
Ann Arbor, Michigan 48104
(734) 761-3780

MAGISTRATE JUDGE R. STEVEN WHALEN

FILED
'04 MAR 30 AM 10:47
U.S. DIST. COURT CLERK
EAST. DIST. MICH
ANN ARBOR

/

CERTIFICATE OF SERVICE

I certify that I am an employee of Bodman, Longley & Dahling LLP and that on March 30, 2004, I served via First Class U.S. mail a copy of Defendant's Notice of Removal and Certificate of Service upon:

Armand Velardo
Michael Oblizajek
HIRT, MacARTHUR, RUGGIRELLO,
ELARDO, NOVARA & VER BEEK, P.C.
65 Southbound Gratiot Avenue
Mt. Clemens, MI 48043

I declare that the statements above are true to the best of my information, knowledge and belief.

Darcy L. McCool

JUDGE'S COPY

04-71172

04-60058

JS 44 11/99

CIVIL COVER SHEET

COUNTY IN WHICH ACTION AROSE: MACOMB

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.

I. (a) PLAINTIFFS

STEVEN B. PANKAKE

MAGISTRATE JUDGE R. STEVEN WHALEN

(b) County of Residence of First Listed: MACOMB

(c) Attorneys (Name, Address and Telephone Number)

ARMAND VELARDO (P35315)
65 SOUTHBOUND GRATIOT AVE.
MT. CLEMENS, MI 48043 (586)469-8660

DEFENDANTS

ANNA DIGGS TAYLOR

CAPRI CAPITAL LIMITED PARTNERSHIP
DELAWARE PARTNERSHIP-NO MICHIGAN PARTNERS

County of Residence of First Listed

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

JEROLD LAX ([illegible])
110 MILLER, STE [illegible]
ANN ARBOR, MI [illegible] (734)761-3780

FILED MAR 30 2004 U.S. DIST. COURT EAST. DIST. MICH. ANN ARBOR

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PLA	DEF		PLA	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated or Principal of Business In This State	☐ 4	☐
Citizen of Another	☐ 2	☒ 2	Incorporated and Principal of Business In Another State	☐ 5	☒
Citizen or Subject of Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment and Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS — PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel And Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury— Med. Malpractice
- ☐ 365 Personal Injury — Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth In Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence
- Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21: 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce/ICC
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced & Corrupt Organizations
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900 Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes
- ☐ 890 Other Statutory Actions

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

PLAINTIFF SEEKS DAMAGES IN EXCESS OF $75,000 FOR ALLEGED BREACH OF CONTRACT – PLAINTIFF AND DEFENDANT ARE OF DIVERSE CITIZENSHIP. 28 USC §1332

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

$ DEMAND $150,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE ______ DOCKET NUMBER ______

DATE

SIGNATURE OF ATTORNEY OF RECORD

X

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes
☒ No

If yes, give the following information:

Court: ______________________________

Case No.: ______________________________

Judge: ______________________________

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes
☒ No

If yes, give the following information:

Court: ______________________________

Case No.: ______________________________

Judge: ______________________________

Notes: